	Case 2:13-cv-02392-GEB-EFB Document 1	.3 Filed 04/28/14 Page 1 of 2
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8	UNITED STATE DISTRICT COURT	
9	EASTERN DISTRICT OF CALIFORNIA	
10	ONEBEACON INSURANCE COMPANY,) CASE NO. 2:13-CV-02392-GEB-EFB
11	Plaintiff,) (PROPOSED] JUDGMENT IN FAVOR
12	V.	OF ONEBEACON INSURANCE OF COMPANY
13	RAYMOND BANGLE III and JOHN STULL,))
14	Defendants.))
15	Defendants.))
16))
17))
18	Pursuant to Rule 58 of the Federal Rules of Civil Procedure, and pursuant to the	
19	Stipulation for Entry of Judgment entered into on April 23, 2014 between OneBeacon Insurance	
20	Company ("OneBeacon") and John Stull ("Stull"), judgment is hereby entered in favor of	
21	plaintiff OneBeacon and against Stull on the claims, allegations and factual representations set	
22	forth in OneBeacon's First Amended Complaint (ECF No.11) as follows:	
23	1. It is hereby ADJUDGED that, by reason of the terms, conditions, exclusions and	
24	limitations of OneBeacon policy no. LAP-2189-09 issued to named insured Matheny, Sears,	
25	Linkert & Jaime, LLP, OneBeacon had no duty to defend Raymond Bangle III, with respect to	
26	the claims alleged in the action entitled <i>John Stull v. Farmers Insurance Exchange, Keitges</i> &	
27	Bangle, Raymond Bangle, Hollins Schechter and Does 1-50, Superior Court of California,	
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	[PROPOSED] JUDGMENT IN FAVOR OF PLAINTIFF ONEBEACON INS. CO.	

Case 2:13-cv-02392-GEB-EFB Document 13 Filed 04/28/14 Page 2 of 2

County of Los Angeles, Case No. BC414990, subsequently transferred to Superior Court of California, County of San Joaquin, Case No. 39-2010-00233006-CU-PO-STK; and

2. It is hereby ADJUDGED that, by reason of the terms, conditions, exclusions and limitations of OneBeacon policy no. LAP-2189-09 issued to named insured Matheny, Sears, Linkert & Jaime, LLP, OneBeacon had no duty to indemnify and/or satisfy any judgment that was entered against Raymond Bangle III, with respect to the claims alleged in the action entitled *John Stull v. Farmers Insurance Exchange, Keitges & Bangle, Raymond Bangle, Hollins Schechter and Does 1-50*, Superior Court of California, County of Los Angeles, Case No. BC414990, subsequently transferred to Superior Court of California, County of San Joaquin, Case No. 39-2010-00233006-CU-PO-STK.

Under the terms of the Stipulation for Entry of Judgment filed herewith, Stull has had a full and fair opportunity to review the allegations, supporting facts, and claims for relief asserted in the First Amended Complaint herein. Upon reviewing and analyzing the First Amended Complaint, Stull agreed that he has no factual or legal basis to respond to any of the facts or allegations contained therein and, as a result, Stull admits the facts asserted in support of the claims for relief are undisputed. As a result, Stull agrees that judgment can be and should be entered against him and in favor of OneBeacon. Pursuant to the parties' stipulation, the judgment herein entered in favor of OneBeacon shall be considered a judgment on the merits and shall carry full preclusive collateral estoppel and res judicata effect.

Judgment is hereby entered in favor of OneBeacon Insurance Company and against John Stull. The action shall be dismissed with prejudice as to Stull, and without prejudice as to all other parties. Each party shall bear his or its own attorneys' fees and costs.

IT IS SO ORDERED.

Dated: April 25, 2014

GARLAND E. BURRELL, JR.

Senior United States District Judge

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